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Proposed Attorneys for OFFICIAL COMMITTEE
OF UNSECURED CREDITORS

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SAN FERNANDO VALLEY DIVISION

In re:
IRONCLAD PERFORMANCE WEAR
CORPORATION, a California corporation,
Debtor and Debtor in Possession.

Lead Case No.: 1:17-bk-12408-MB

Jointly administered with: 1:17-bk-12409-MB

Chapter 11 Cases

In re:
IRONCLAD PERFORMANCE WEAR
CORPORATION, a Nevada corporation,
Debtor and Debtor in Possession.

**OPPOSITION TO DEBTORS'
EMERGENCY MOTION FOR ENTRY OF
AN INTERIM ORDER: (I) AUTHORIZING
THE DEBTORS TO (A) OBTAIN
POSTPETITION FINANCING PURSUANT
TO 11 U.S.C. §§ 105, 361, 362 AND 364, AND
(B) UTILIZE CASH COLLATERAL
PURSUANT TO 11 U.S.C. §§ 361, 362, 363
AND 364; (II) GRANTING ADEQUATE
PROTECTION PURSUANT TO 11 U.S.C.
§§ 361, 362, 363 AND 364; (III)
SCHEDULING A FINAL HEARING
PURSUANT TO BANKRUPTCY RULES
4001(b) AND 4001(c); AND (IV) GRANTING
RELATED RELIEF**

- ☒ Affects both Debtors
☐ Affects Ironclad Performance Wear
Corporation, a California corporation only
☐ Affects Ironclad Performance Wear
Corporation, a Nevada corporation only

DATE: October 6, 2017
TIME: 10:00 A.M.
CTRM: 303

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1 The Official Committee of Unsecured Creditors (the “Committee”) of Ironclad
2 Performance Wear Corporation, a California corporation (“Ironclad California”), in the jointly
3 administered chapter 11 cases (the “Chapter 11 Cases”) of Ironclad California and Ironclad
4 Performance Wear Corporation, a Nevada corporation (collectively “Debtors”, “Ironclad”, or the
5 “Company”), in the above-captioned bankruptcy case submits its opposition to *Debtors’*
6 *Emergency Motion For Entry Of An Interim Order: (I) Authorizing The Debtors To (A) Obtain*
7 *Postpetition Financing Pursuant To 11 U.S.C. §§ 105, 361, 362 And 364, And (B) Utilize Cash*
8 *Collateral Pursuant To 11 U.S.C. §§ 361, 362, 363 And 364; (II) Granting Adequate Protection*
9 *Pursuant To 11 U.S.C. §§ 361, 362, 363 And 364; (III) Scheduling A Final Hearing Pursuant To*
10 *Bankruptcy Rules 4001(B) And 4001(C); And (IV) Granting Related Relief* [Docket No. 10] (the
11 “DIP Motion”) filed by Debtors as follows:¹

12 1. PRELIMINARY STATEMENT

13 The Debtors apparently believe that the DIP Loan is necessary and that the terms provided
14 by Radians are preferable to a contested cash collateral request. While the Committee supports the
15 Debtors’ request, the Committee is concerned that some of the terms of the proposed DIP Loan
16 favor Radians—the DIP Lender and Stalking Horse Bidder— and pose a significant risk of
17 diminishing or even eliminating unsecured creditor recoveries.

18 The Committee is most concerned with rigid milestones and onerous default provisions
19 contained in the proposed DIP Final Order and DIP Loan Agreement, which, in the aggregate,
20 jeopardize (i) Ironclad’s existence as a going concern, (ii) the full repayment of unsecured
21 creditors, and (iii) potential distributions to equity. Much of the Committee’s trepidation stems
22 from the extraordinary powers Radians seeks from this Court; namely, the authority to terminate
23 the automatic stay to pursue far-reaching remedies following an Event of Default under the DIP

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25 ///

26 ///

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28 ¹ Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the DIP Motion.

1 Loan Agreement.² As described below, the Events of Default are broadly defined and easily
2 triggered.

3 2. BACKGROUND

4 A. The Chapter 11 Cases

5 On September 8, 2017 (the "Petition Date"), each of the Debtors filed voluntary petitions
6 for relief under Chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors continue
7 to operate and manage their businesses as debtors in possession. Simultaneous with the filing of
8 these Chapter 11 Cases, and also on the Petition Date, the Debtors executed an asset purchase
9 agreement (the "APA") with Radians Wareham Holding, Inc. ("Radians" or the "Stalking Horse")
10 for substantially all of Ironclad's assets.

11 On the Petition Date, the Debtors filed, among other things: (i) *the Omnibus Declaration of*
12 *L. Geoff Greulich in Support of Debtors' Emergency "First Day" Motions* [Docket No. 6] (the
13 "Greulich Declaration"); (ii) the Motion; and (iii) the *Debtors' Motion For An Order: (1)*
14 *Approving Form Of Asset Purchase Agreement For Stalking Horse Bidder And For Prospective*
15 *Overbidders To Use, (2) Approving Auction Sale Format, Bidding Procedures, And Stalking*
16 *Horse Bid Protections; (3) Approving Form Of Notice To Be Provided To Interested Parties; And*
17 *(4) Scheduling A Court Hearing To Consider Approval Of The Sale To The Highest*
18 *Bidder*[Docket No. 10] (the "Bidding Procedures Motion").

19 As described more fully in the DIP Motion, the Debtors have obtained a commitment from
20 Radians to provide DIP Financing in a principal amount of up to \$2 million (the "DIP Loan" or
21 "DIP Financing"), pursuant to an agreement dated September 8, 2017 (the "DIP Loan
22 Agreement").

23 On September 13, 2017, the Court issued its *Interim Order: (I) Authorizing the Debtors' to*
24 *(A) Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362 and 364, and (B)*
25 *Utilize Cash Collateral Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364; (II) Granting Adequate*
26

27 ² The Committee is in conversation with the Debtors, Radians, and the Official Committee of Equity Security
28 Holders (the "Equity Committee") in an effort to resolve this objection but was unable to do so prior to the
DIP Motion objection deadline.

1 *Protection Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364; (III) Scheduling a Final Hearing*
2 *Pursuant to Bankruptcy Rules 4001(B) and 4001(C); and (IV) Granting Related Relief* [Docket
3 No. 31] (the “First Interim DIP Order”).

4 On September 27, 2017, the Court issued its *Second Interim Order: (I) Authorizing the*
5 *Debtors’ to (A) Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362 and 364,*
6 *and (B) Utilize Cash Collateral Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364; (II) Granting*
7 *Adequate Protection Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364; (III) Scheduling a Final*
8 *Hearing Pursuant to Bankruptcy Rules 4001(B) and 4001(C); and (IV) Granting Related Relief*
9 [Docket No. 70] (the “Second Interim DIP Order”). On September 28, 2017, the Court entered an
10 Order (the “Bidding Procedures Order”) approving the Bidding Procedures Motion. *See* Docket
11 No. 71.

12 B. DIP Loan Terms

13 The proposed DIP Order and the DIP Loan Agreement include the following, *inter alia*,
14 Events of Default:

- 15 • Borrowers shall institute any proceeding or investigation or support the same by
16 any other Person who may challenge the status, validity, perfection or priority of
the liens on the Collateral created by the Loan Documents, or the Financing Order,
17 securing the Obligations;³
- 18 • the entry of an order staying, reversing, or vacating the Credit Advances, any Liens
securing the Obligations (or the validity or first priority status thereof) or the
19 Financing Order;⁴
- 20 • the entry of an order granting any other super-priority claim or Lien equal or
superior in priority to the Lien securing the Obligations granted to Radians, other
21 than the Carve Out, without Radians’ prior written consent;⁵
- 22 • the failure of Borrowers to have the Bankruptcy Court enter an order not later than
November 15, 2017 or such later date as may be agreed upon in writing by the
23 parties hereto (the “Sale Order”) approving a sale of substantially all of Borrower’s
assets and providing for the immediate repayment in full of the Obligations from
24 the proceeds of such sale;⁶ and

25
26 ³ See DIP Loan Agreement, Art. X, at § 10.1 (f)

27 ⁴ *Id.* at § 10.1(k).

28 ⁵ *Id.* at § 10.1(j).

⁶ *Id.* at § 10.1(n).

- the failure of the Debtors to obtain (i) entry of the Interim Financing Order by the Bankruptcy Court in form and substance acceptable to Radians in its sole and absolute discretion within five (5) business days of the Petition Date, and (ii) entry of the Final Financing Order within thirty (30) days of the Petition Date.⁷

Three business days after Radians notifies the Debtors of the occurrence of an Event of Default,⁸ the automatic stay immediately terminates, and Radians is authorized to exercise a wide array of remedies, including:

- declare all of the outstanding DIP Loan and the PreBankruptcy Secured Debt due and payable;⁹
- enforce all liens and security interests in the Pre-Petition Collateral and the Collateral;¹⁰
- institute proceedings to enforce payment of the DIP Loan and the PreBankruptcy Secured Debt;¹¹
- terminate Radians' obligation to make an additional Credit Advance;¹² and
- exercise any other remedies and take any other actions available to it at law, in equity, under the Post-Petition Note, the Pre-Bankruptcy Secured Debt, the Bankruptcy Code, other applicable law or pursuant to this Order.¹³

Where, as here, the Debtor and Radians agree that Radians is adequately protected by a significant equity cushion, the remedy of immediate relief from the automatic stay premised on the Events of Default is draconian.

3. ARGUMENT

To obtain postpetition, debtor-in-possession financing under Bankruptcy Code Section 364(d), a debtor must show, among other things, that the terms of the financing are fair, reasonable, and adequate. *In re Ames Dept. Stores, Inc.*, 115 B.R. 34, 37 (Bankr. S.D.N.Y. 1990).

⁷ *Id.* at § 10.1(o).

⁸ The Debtors may also file an emergency motion with the Court during the Default Notice Period to challenge the Event of Default. *See* Second Interim DIP Order, at p. 9.

⁹ *See* Proposed Final DIP Order at ¶ (j)(i).

¹⁰ *See id.* at ¶ (j)(ii).

¹¹ *See id.* at ¶ (j)(iii).

¹² *See id.* at ¶ (j)(iv).

¹³ *See id.* at ¶ (j)(v).

1 The Court should only approve the proposed DIP Loan to the extent it is “in the best interests of
2 the general creditor body.” *See In re Roblin Indus.*, 52 B.R. 241, 244 (Bankr. W.D.N.Y. 1985).

3 Conversely, where, as here, the proposed DIP Loan favors a secured creditor at the
4 expense of the Debtors’ general creditor body, it should not be approved. *See Resolution Trust*
5 *Corp. v. Official Unsecured Creditors Comm. (In re Defender Drug Stores, Inc.)*, 145 B.R. 312,
6 317 (B.A.P. 9th Cir. 1992) (“Debtors in possession generally enjoy little negotiating power with a
7 proposed lender, particularly when the lender has a prepetition lien on cash collateral. As a result,
8 lenders often exact favorable terms that harm the estate and creditors.”); *In re Tamarack Resort,*
9 *LLC*, Case No. 09-03911-TLM, 2010 WL 4117459, at *10 (Bankr. D. Idaho Oct. 19, 2010)
10 (noting that in connection with obtaining postpetition financing, the debtor-in-possession “often
11 lacks significant negotiating leverage and that creditors may be tempted to overreach”); *A&K*
12 *Endowment, Inc. v. Gen. Growth Props., Inc. (In re Gen. Growth Props., Inc.)*, 423 B.R. 716, 725
13 (S.D.N.Y. 2010) (“[P]roposed financing will not be approved where it is apparent that the purpose
14 of the financing is to benefit a creditor rather than the estate.”) (quoting *Ames*, 115 B.R. at 39)).

15 A. Automatic Termination of the Automatic Stay Unjustifiably Threatens These
16 Estates

17 Pursuant to the proposed Final DIP Order, the occurrence of an Event of Default before the
18 Sale Hearing will unnecessarily threaten what the Debtors have previously termed as near-certain
19 full repayment of unsecured creditor claims. Upon the occurrence of an Event of Default, Radians
20 will provide the Debtors a written notice specifying “the effective date of the default, and a
21 description, nature and scope of the default.” *See* Second Interim DIP Order at 9. If the Debtors
22 fail to cure the default or file an emergency motion with the Court within three business days
23 contesting the occurrence of the alleged default, the automatic stay immediately terminates and
24 Radians can exercise a multitude of remedies, including foreclosing on its Collateral and
25 demanding immediate repayment of the DIP Loan and the PreBankruptcy Secured Debt.¹⁴ *Id.*

26
27 ¹⁴ An Event of Default also triggers the Default Interest Rate, which equals 18% per annum. *See* DIP Loan
28 Agreement, Art. II., § 2.3(a). The Default Interest Rate—which is 800 basis points higher than the standard
rate—is exceedingly punitive and is significantly above-market when compared to similar DIP loans recently
approved by bankruptcy courts. *See, e.g., In re American Apparel, LLC*, Case No. 16-12551 (BLS) (Bankr.

1 The Radians stalking horse bid is premised on the Debtors having significant equity.
2 Under these circumstances, the Committee questions why Radians requires the authority to
3 terminate the automatic stay and pursue collection remedies, a course that will almost certainly
4 destroy any value in these estates beyond repayment of the recently acquired Revolving Loan.
5 The Debtors' own investment banker testified that acquisitive interest has been lively, and all
6 interested parties expect the consummation of a sale that will generate significant proceeds. In
7 other words, this is not a case where the secured lender must quickly exercise its remedies or the
8 value of its collateral will plummet. Rather, this is a circumstance where Radians has executed a
9 strategy to deprive the Debtors of cash and then offer them a lifeline at a steep mark-up.

10 Two observations are beyond dispute: First, termination of the automatic stay, without
11 affording the Committee, the opportunity to contest whether termination of the stay is appropriate,
12 cannot be in the best interest of these estates. *See Roblin Indus.*, 52 B.R. at 244. Terminating the
13 automatic stay without reference to the protections inherent in Bankruptcy Code Section 362 will
14 foreclose any opportunity of realizing the going concern value of the Debtors' business. Second,
15 it is clear that this provision was included in the proposed Final DIP Order at Radians' insistence.
16 As the *Resolution Trust* court sagely cautioned, given the inequality in bargaining power between
17 a debtor and DIP lender, "lenders often exact favorable terms that harm the estate and creditors."
18 *Resolution Trust*, 145 B.R. at 317. The proposed termination of the automatic stay just three
19 business days after an Event of Default is exactly that: a Radians-favorable term that harms these
20 estate and creditors. This Court should not grant the DIP Motion unless the Debtors, the
21 Committee, and the Equity Committee can contest Radians' relief from stay request in the
22 ordinary course.

23 B. The November 15th Sale Order Milestone Should be Extended.

24 The proposed DIP Loan should not be approved until the requirement that the Court enters
25 the Sale Order by November 15, 2017 is removed. *See* DIP Loan Agreement, Art. X, § 10.1(n).

27 D. Del. Nov. 14, 2016) (200 basis point spread); *In re American Gilsonite Co., Inc.*, Case No. 16-12316
28 (CSS) (Bankr. D. Del. Oct. 24, 2016) (200 basis points spread); *In re ITT Educational Srvs Inc.*, Case No. 16-
07207 (JMC) (Bankr. S.D. Ind. Sept. 16, 2016) (200 basis point spread).

1 Under the proposed DIP Loan Agreement, Radians is authorized to pursue a multitude of
2 remedies—including foreclosing on its collateral—beginning on November 20, 2017 (three
3 business days following the Sale Order Event of Default). In the process, Radians would claim
4 the most valuable of the Debtors’ assets, effectively barring any possibility of a going concern
5 sale.

6 It is wholly conceivable that the Debtors may determine that a prospective overbidder
7 offers the highest and best bid. However, given the compressed timeline between the Auction
8 (October 27) and the Sale Order Milestone (November 15), it is also possible that the Auction
9 winner and the Debtors are unable to obtain Court approval of the Sale Order by November 15.
10 As written, the DIP Loan Agreement authorizes Radians to foreclose on the very collateral
11 committed to the Auction winner solely because it took longer than projected to obtain Court
12 approval of the Sale Order. Neither the Debtors nor Radians has articulated why scores of jobs,
13 repayment of unsecured creditors, and substantial distribution to equity holders should all be
14 jeopardized because an artificial deadline is not met.

15 The Sale Order Milestone is particularly inappropriate considering Radians is already
16 protected vis-à-vis the Break-Up Fee granted in the Bidding Procedures Order. Specifically, if the
17 Debtors name an entity other than Radians the Auction’s winner, Radians will receive a \$500,000
18 Break-Up Fee. *See* Bidding Procedures Order at ¶ 5(g). Thus, Radians could conceivably both
19 collect a \$500,000 Break-Up Fee, and commence foreclosure proceedings if the November 15
20 Sale Order Milestone is not met in connection with an Auction overbidder. Neither the Debtors
21 nor Radians has articulated a reason for this artificial yet prejudicial deadline.

22 The Committee proposes an alternative that protects Radians’ rights but does not
23 jeopardize the continuation of the Debtors’ business or the recoveries of their stakeholders. The
24 DIP Loan Agreement provides that the DIP Loan’s Maturity Date is January 1, 2018. The
25 Committee believes it is far more sensible to align the Sale Order Milestone with the Maturity
26 Date and require entry of the Sale Order by January 1, 2018. The Debtors anticipate that the DIP
27 Loan will be repaid from sale proceeds of the Debtors’ assets. Accordingly, there is no reason to
28 mandate that the event that is expected to fund the DIP Loan’s repayment (the sale) precede the

1 Maturity Date by 46 days. The Debtors and other estate professionals could use that time to
2 negotiate the best and fairest deal for these estates, without the arbitrary pressure of a Sale Order
3 Milestone that has no economic rationale.

4 C. Additional DIP Loan Issues

5 There are several other Events of Default that would trigger automatic relief from stay, or
6 otherwise jeopardize the reorganization of the Debtors.

7 The DIP Loan Agreement includes as an Event of Default “the entry an order staying,
8 reversing, or vacating the Credit Advances, any Liens securing the Obligations (or the validity or
9 first priority status thereof) or the Financing Order.” DIP Loan Agreement, Art. X, § 10.1(k).
10 This provision should contain an express exemption for challenges initiated by the Committee, the
11 Equity Committee, individual creditors, and equity security holders, so that only the Borrower is
12 precluded from instituting such challenge.

13 At Article X, § 10.1 (f), the DIP Loan Agreement appears to preclude the Debtors from
14 cooperating with any other Person (including the Committee) who may challenge the status,
15 validity, perfection or priority of the Liens on the Collateral created by the Loan Documents, or
16 the Financing Order securing the Obligations. The Committee understands that the Debtors may
17 not prosecute such actions, but the Debtor may not be prohibited from complying with its
18 fiduciary duties in providing information sought by third parties who seek to challenge the
19 Radians’ loan.

20 Finally, at Article XI, § 11.13, the Debtors propose releases of the DIP Lender and their
21 affiliates—just weeks into these cases—from liability. The release language provides,

22 Borrowers...and on behalf of each of its respective successors and assigns, hereby
23 waives, releases and discharges [Radians] and all of their directors, officers,
24 employees, attorneys and agents, from any and all claims, demands, actions or
25 causes of action on or before the date hereof and arising out of or in any way
26 relating to this Agreement, the Loan Documents and any other documents,
instruments, agreements, dealings or other matters connected with this Agreement,
including, without limitation, all known and unknown matters, claims, transactions
or things occurring on or prior to the date hereof relating to this Agreement.

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1 DIP Loan Agreement, Art. XI, § 11.13. Such broad releases of estate claims and causes of action
2 are appropriate, if ever, only as part of a chapter 11 plan—not as part of a financing order and not
3 only weeks into a debtor’s case. *See, e.g., In re Braniff Airways*, 700 F.2d 935, 940 (5th Cir.
4 1983) (for releases to be permissible, “the parties and the district court must scale the hurdles
5 erected in Chapter 11”). No evidence has been introduced justifying such far-reaching releases at
6 this early juncture.

7 These cases are moving at a rapid clip, and the Committee appreciates Radians’
8 participation, but reasonable safeguards must remain in place to preserve the interests of unsecured
9 creditors and equity security holders in a case where both the Debtors and Radians agree that the
10 proposed sale should make Radians whole and provide a substantial recovery for unsecured
11 creditors and equity security holders. The Committee remains hopeful that the Debtors’
12 projections will be realized, but the Court must ensure that preventative measures are taken to
13 protect the Debtors’ value.

14 4. CONCLUSION

15 For the foregoing reasons, the Committee respectfully requests that the Court (i) deny the
16 DIP Motion (or condition approval on modifications consistent with this Objection); and (ii) grant
17 such other and further relief as is just and proper.

18 DATED: October 3, 2017

Respectfully submitted,

BROWN RUDNICK LLP

By:



CATHRINE M. CASTALDI

Proposed Attorneys for OFFICIAL COMMITTEE
OF UNSECURED CREDITORS

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
2211 Michelson Drive, Suite 700, Irvine, CA 92612

A true and correct copy of the foregoing document entitled (*specify*): **OPPOSITION TO DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN INTERIM ORDER: (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION FINANCING PURSUANT TO 11 U.S.C. §§ 105, 361, 362 AND 364, AND (B) UTILIZE CASH COLLATERAL PURSUANT TO 11 U.S.C. §§ 361, 362, 363 AND 364; (II) GRANTING ADEQUATE PROTECTION PURSUANT TO 11 U.S.C. §§ 361, 362, 363 AND 364; (III) SCHEDULING A FINAL HEARING PURSUANT TO BANKRUPTCY RULES 4001(b) AND 4001(c); AND (IV) GRANTING RELATED RELIEF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) October 3, 2017, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) October 3, 2017, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Ironclad Performance Wear Corporation,
a California corporation
15260 Ventura Blvd., 20th Floor
Sherman Oaks, CA 91403

Ironclad Performance Wear Corporation,
a Nevada corporation
15260 Ventura Blvd., 20th Floor
Sherman Oaks, CA 91403

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) October 3, 2017, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

The Honorable Martin R. Barash
U.S. Bankruptcy Court
21041 Burbank Blvd.
Woodland Hills, CA 91367

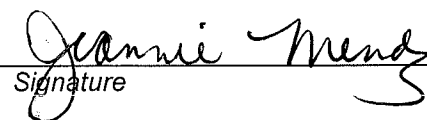
☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

October 3, 2017 JEANNIE MENDEZ

Date

Printed Name


Signature

ADDITIONAL SERVICE INFORMATION (if needed):

TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF) [con't]:

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